

Duke, Daphne

284119

From: Carrie Schurg <caschurg@AustinRogersPA.com>

Sent: Thursday, April 11, 2019 2:55 PM

To: Minges, Josh <Josh.Minges@psc.sc.gov>

Cc: Richard Whitt <rlwhitt@austinrogerspa.com>; J. Ashley Cooper <ashleycooper@parkerpoe.com>; Matthew Gissendanner <matthew.gissendanner@scana.com>

Subject: [External] Time Sensitive//Docket 2018-401-E - Beulah Solar/Eastover Solar

This email was dictated by Richard Whitt:

Josh:

This email is responsive to the Company's email below.

1. Once again, I must point out that the Interconnection Agreements, ("IAs") at dispute in this pending Dockets, are **not terminated**, unless the Company has invaded the province of this Commission and making a final determination on a matter, still pending before the Commission. Specifically, my clients two Requests for Modification and their Motions to Maintain Status Quo, were filed prior to the due dates of Milestone Payment #1, in the IAs and this Commission has jurisdiction to decide this matter. For the Company to say that the "IAs have been terminated" is the Company's attempt to equate an "argument" with a "fact".
2. It is important to note that my clients' Motion for Protection (for both Beulah Solar and Eastover Solar), was e-filed with this Commission on **February 22, 2019**. The Company's two Motions to Compel were filed on March 3, 2019 and March 12, 2019, respectively. My clients' Motion for Protection was timely filed before the responsive due date of any of the Company's discovery. Because my clients' Motion for Protection was timely filed, that Motion should be heard prior to the Company's later filed Motions to Compel. From a legal and procedural standpoint, the Motions to Compel cannot be heard prior to my Clients' Motion for Protection, the granting of which will moot the Company's Motions.
3. As for the Company's statement that this dispute has nothing to do with the "curtailment language", my clients disagree. If the Company had not included "curtailment language", (not approved by this Commission), in its IAs, my clients would have been able to move forward and finance their projects.

Regards,
Richard Whitt.

From: GISSENDANNER, MATTHEW W <MATTHEW.GISSENDANNER@scana.com>

Sent: Thursday, April 11, 2019 1:36 PM

To: Josh Minges (Josh.Minges@psc.sc.gov) <Josh.Minges@psc.sc.gov>

Cc: Richard Whitt <rlwhitt@AustinRogersPA.com>; Snowden, Ben (BSnowden@kilpatricktownsend.com)

<BSnowden@kilpatricktownsend.com>; ashleycooper@parkerpoe.com; Carrie Schurg <caschurg@AustinRogersPA.com>

Subject: RE: Time Sensitive//Docket 2018-401-E - Beulah Solar/Eastover Solar

Josh:

Please note that I have corrected "PPAs" to "IAs" in the second paragraph. The IAs were terminated not the PPAs.

Matt

Josh:

If Mr. Whitt and his clients are unwilling to work toward resolution of the discovery issues as directed by the Standing Hearing Officer Directive, dated March 18, 2019, SCE&G respectfully requests that the Commission re-establish the testimony deadlines and hearing date and rule on the Company's motions to compel discovery. SCE&G's discovery in this matter is entirely proper. Alternatively, if Mr. Whitt and his clients continue to desire not to move forward with these two matters that they (not SCE&G) initiated, the Company respectfully requests that the Commission grant the Company's presently pending motion to dismiss in each of these dockets.

The IAs were terminated for Beulah's and Eastover's failure to make a required milestone payment, not for anything to do with the "curtailment language." As such, the "stakeholder process" is not going to lead to a reactivation of Mr. Whitt's clients' terminated IAs as nothing in the stakeholder process will cure Mr. Whitt's clients' failure to make such payments when due.

Matt

From: GISSENDANNER, MATTHEW W (SEG Services - 6)

Sent: Thursday, April 11, 2019 1:27 PM

To: Josh Minges (Josh.Minges@psc.sc.gov) <Josh.Minges@psc.sc.gov>

Cc: Richard Whitt <rlwhitt@AustinRogersPA.com>; Snowden, Ben (BSnowden@kilpatricktownsend.com) <BSnowden@kilpatricktownsend.com>; ashleycooper@parkerpoe.com; Carrie Schurg <caschurg@AustinRogersPA.com>

Subject: RE: Time Sensitive//Docket 2018-401-E - Beulah Solar/Eastover Solar

Importance: High

Josh:

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The PPAs were terminated for Beulah's and Eastover's failure to make a required milestone payment, not for anything to do with the "curtailment language." As such, the "stakeholder process" is not going to lead to a reactivation of Mr. Whitt's clients' terminated PPAs as nothing in the stakeholder process will cure Mr. Whitt's clients' failure to make such payments when due.

Matt

From: Carrie Schurg <caschurg@AustinRogersPA.com>

Sent: Thursday, April 11, 2019 1:13 PM

To: Josh Minges (Josh.Minges@psc.sc.gov) <Josh.Minges@psc.sc.gov>

Cc: Richard Whitt <rlwhitt@AustinRogersPA.com>; Snowden, Ben (BSnowden@kilpatricktownsend.com) <BSnowden@kilpatricktownsend.com>; ashleycooper@parkerpoe.com; GISSENDANNER, MATTHEW W (SEG Services - 6) <MATTHEW.GISSENDANNER@scana.com>

Subject: Time Sensitive//Docket 2018-401-E - Beulah Solar/Eastover Solar

Importance: High

***This is an EXTERNAL email from Carrie Schurg (caschurg@austinrogerspa.com). Please do not click on a link or open any attachments unless you are confident it is from a trusted source.

This email was dictated by Richard Whitt:

Josh:

1. I write to you concerning the April 15, 2019 meeting that was previously scheduled in this matter.
2. The Order holding this Docket in Abeyance, referenced discovery issues and the stakeholder process that began on March 7, 2019.
3. **As for Discovery Issues** – My clients, upon reflection, do not see any basis for settlement of discovery issues. As I wrote in my April 8, 2019 email, “The nexus for Beulah Solar/Eastover Solar’s Request for Modification was Beulah Solar/Eastover Solar’s allegations of wrong doings by the Company [the Company’s use of unapproved ‘curtailment language’ in its Interconnection Agreements] and no amount of punitive discovery propounded by the Company to Beulah Solar/Eastover Solar will assist this Commission in its determination of the Company’s improper actions.”
4. **As for the Stakeholder Process** – The Company and the South Carolina Solar Business Alliance, Inc., are both participating in the stakeholder process, which began March 7, 2019, with the initial meeting. I am happy to report that the second meeting in the stakeholder process has been **scheduled for April 29, 2019** from 10:00 a.m., until 1:30 p.m. ORS and the Company are fully engaged in the stakeholder process and my clients are very hopeful that the conclusion will lead to modifications of the “curtailment language” currently utilized by the Company in its IAs, which will lead to this Docket being administratively closed, without further expense to the parties.
5. Based on the foregoing, I do not believe that the meeting on April 15, 2019, will be worthwhile and in the event this meeting should still be held, I request that the meeting be held by telephone, to avoid Ashley having to travel to Columbia to Charleston and to lessen the expense to my clients.
6. Please advise and this email is,

Respectfully Submitted,
 Richard Whitt,
 Ben Snowden,
 As Counsel for Beulah Solar, LLC and
 Eastover Solar LLC.